

DATA REQUEST : DEAN RICH

DR-1.8 Please provide a copy of all written and electronic documents, including reports, drawings, memoranda, notes and letters, that provide or pertain to the plan, design and cost of the infrastructure from the Mississippi River to French Village, referred to in lines 7-8, page 5, O'Fallon Ex. 2.0, including drawings showing the route of such infrastructure.

DR-1.8 DATA provided is from Sverdrup Civil later to become Jacobs. Contract is still active pending further review. This is all the DATA requested that is in the city's possession.

OFFICIAL FILE

02-0690

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5-2-03

LP

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 16th day of January, 2001, by and between City of O'Fallon, Illinois, (Owner), and Sverdrup Civil, Inc., (Sverdrup).

ARTICLE 1 SVERDRUP'S SERVICES

Sverdrup shall provide to Owner professional services for preparation of an Alternative Water Supply Study, hereinafter referred to as "Project." These services are identified and described in the Scope of Work (APPENDIX A) attached to and made a part of this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

A. Owner's Representative

Owner shall designate in writing a person to act as Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and make decisions with respect to Sverdrup's services for the Project.

B. Information

1. Owner shall provide in a timely manner all criteria and full information as to Owner's requirements for the Project, place at Sverdrup's disposal all available information pertinent to the Project, and promptly review and approve Sverdrup's submittals.

2. Owner agrees to comply with the "Hazard Communication Standard" of the Occupational Safety and Health Administration.

3. Owner shall furnish to Sverdrup as required for performance of Sverdrup's services (except to the extent provided otherwise in the Scope of Work), data prepared by or services of others, including, without limitation, soil borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretation of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultation; all of which Sverdrup may use and rely upon in performing its services.

C. Coordination

1. If Owner designates a person to represent Owner at the site other than Sverdrup, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of Sverdrup will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

D. Notice

Owner shall give prompt written notice to Sverdrup whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Sverdrup's services, or any defect or nonconformance in the work of Sverdrup or any Contractor.

ARTICLE 3 COMPENSATION AND PAYMENT

Owner will compensate Sverdrup for the performance of the services described in the Scope of Work in accordance with the Terms and Conditions of the attached APPENDIX B.

ARTICLE 4 TIME FOR PERFORMANCE

A. Commencement / Completion

Sverdrup shall commence the performance of the services for the Project upon the date of this Agreement and complete the work in accordance with such schedule as may be approved by the Owner.

B. Delay

If Sverdrup's services for the Project are delayed for reasons beyond its control, the compensation provided for elsewhere in this Agreement and the time for performance shall be subject to equitable adjustment.

ARTICLE 5 CHANGES IN THE WORK

A. Changes

Owner reserves the right, without impairing this Agreement, to order changes or alterations in the work to be performed hereunder by Sverdrup. If changes or alterations ordered affect the cost or progress of the work, adjustment shall be made in the time for performance of the work and compensation owing to Sverdrup, as the case may be.

B. Concealed Conditions

Should concealed or unknown conditions be encountered in the performance of the work which present the risk of discharge, dispersal, release or escape of asbestos, any hazardous substance or any hazardous waste, Sverdrup shall promptly suspend its performance of the Work for the protection of the parties and their employees and notify Owner of the conditions encountered. Owner and Sverdrup shall promptly investigate the conditions and, if warranted, equitable and necessary adjustments shall be made in the terms and conditions of this Agreement. It is agreed, however, that Sverdrup shall have no duty to determine the existence of

1.8
asbestos or any other hazardous substance or hazardous waste at the site of the work or to provide response action services even with equitable adjustments.

ARTICLE 6 STANDARD OF CARE

A. Sverdrup represents that its services shall be performed with the skill and care which would be exercised by comparable qualified design professionals performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in its services, Sverdrup shall furnish at its own cost and expense, the additional services necessary to correct such deficiencies.

B. Sverdrup makes no warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose.

ARTICLE 7 INDEMNITY

A. Sverdrup's Duty

Sverdrup shall indemnify Owner against all claims and suits by third parties for loss of or damage to property, or personal injury, including death, to persons, and from all judgments recovered therefor, and from all expenses for defending such claim or suit, including court costs and attorney's fees, arising out of the negligent acts, errors, or omissions of Sverdrup in connection with Sverdrup's performance of this Agreement. In no event shall Sverdrup have any duty to indemnify Owner hereunder against claims arising as a result of Owner's sole or contributing negligence. Sverdrup's indemnity obligation does not include any third party claims or suits arising out of errors or omissions in Sverdrup's services due to Sverdrup being required, directly or indirectly, by Owner to take certain actions contrary to the recommendations of Sverdrup or which have the effect of eliminating safety related features in order to design within funding limitations or both.

B. Owner's Duty

1. Owner agrees to release, waive all rights of subrogation against, defend, indemnify and hold Sverdrup harmless from all claims, liabilities, demands, costs, expenses (including attorney's fees) and causes of action arising out of errors or omissions in Sverdrup's services due to Sverdrup being required, directly or indirectly, by Owner to take certain actions contrary to the recommendations of Sverdrup or which have the effect of eliminating safety related features in order to design within funding limitations or both.

2. Upon and after final completion of the Project, Owner shall defend, indemnify and hold Sverdrup harmless from all claims and suits for damages arising from personal injuries, including death to persons, or to property, and from all judgments recovered therefor, and from all expenses for defending such claim or suit, including court costs and attorney's fees, which result from Owner's use, operation or maintenance of the facilities, equipment or materials

designed or provided by Sverdrup under this Agreement except to the extent caused by Sverdrup's negligence..

ARTICLE 8 INSURANCE

Without limiting its liability hereunder, Sverdrup shall maintain during the life of this Agreement the following insurance and furnish Owner, in duplicate, certificates of insurance as evidence thereof. Such certificates shall provide that cancellation of said insurance shall not be effected without thirty (30) days prior written notice to Owner. The certificates shall plainly designate the name of the project for which the certificate is provided.

- (1) Workers' Compensation Insurance, providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.

- (2) Commercial General Liability Insurance written on an occurrence basis with the following limits of liability:

General Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising injury	\$2,000,000
Each occurrence	\$2,000,000
Fire Damage	\$25,000
Medical Expense	\$1,000

- (3) Automobile Liability Insurance. Bodily injury and property damage combined single limit - \$1 million each occurrence, \$1 million aggregate.
- (4) Architect's and Engineer's Professional Liability Insurance. Bodily injury and property damage combined single limit - \$1 million each occurrence, \$5 million aggregate.

The Commercial General Liability and Architect's and Engineer's Professional Liability Insurance shall include Contractual Liability Coverage for the liability assumed by Sverdrup in ARTICLE 7 herein.

ARTICLE 9 TERMINATION

A. Termination By Owner

1. In the event Sverdrup fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, Owner may serve written notice thereof upon Sverdrup, and if Sverdrup neglects within a period of twenty (20) days thereafter to commence its efforts to correct such failure, Owner may terminate the Agreement upon written

notice to Sverdrup. Upon such termination, Sverdrup shall cease its performance of this Agreement and shall deliver to Owner all completed or partially completed satisfactory work and Owner shall pay to Sverdrup the amount due for such satisfactory work.

2. Owner also reserves the right to terminate this Agreement if it abandons or indefinitely postpones the project. Such termination shall be accomplished by written notice to that effect delivered to Sverdrup. Upon receipt of such notice, Sverdrup shall immediately cease work and deliver to Owner all completed or partially completed work. Payment to Sverdrup shall be made for work performed prior to receipt by Sverdrup of such termination notice, together with Sverdrup's costs for closing down its work, and Sverdrup shall have no claim for loss of anticipated profits or any additional compensation.

B. Termination By Sverdrup

In the event Owner fails to comply with any provisions of this Agreement, or if it fails to timely pay compensation due to Sverdrup, Sverdrup may serve written notice thereof upon Owner, and if Owner fails within a period of twenty (20) days thereafter to correct such failure, Sverdrup may terminate this Agreement upon written notice to Owner. Upon such termination, Sverdrup shall cease its performance of this Agreement and when paid the amount due for such work, shall deliver to Owner all completed or partially completed work for the project.

ARTICLE 10 GENERAL CONSIDERATIONS

A. Use of Documents

All documents including Drawings, Specifications, and CADD discs prepared or furnished by Sverdrup pursuant to this Agreement are instruments of service with respect to the Project and Sverdrup shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others. Any reuse without written verification or adaptation by Sverdrup for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Sverdrup, and Owner shall indemnify and hold harmless Sverdrup from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Sverdrup to further compensation at rates to be agreed upon by Owner and Sverdrup.

B. Opinions of Cost

Since Sverdrup has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Sverdrup's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of Sverdrup's experience and qualifications and represent Sverdrup's best judgment as an experienced and qualified professional, familiar with the construction industry; but Sverdrup cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Sverdrup. If, prior to the bidding or negotiating phase of the Project,

Owner wishes greater assurance as to Total Project or Construction Costs, Owner will employ an independent cost estimator as provided in ARTICLE 2.

C. Purchase Order Terms

If Owner issues a purchase order for the services provided by this Agreement according to Owner's purchasing procedures, the terms and conditions printed on such purchase order and its supplements or amendments are superseded by this Agreement, and are not applicable to the work.

D. Controlling Law

This Agreement is to be governed by the law of the state of Illinois.

E. Successors and Assigns

1. Owner and Sverdrup each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Sverdrup are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

2. Neither Owner nor Sverdrup shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Sverdrup from employing such independent professional associates and consultants as Sverdrup may deem appropriate to assist in the performance of services hereunder, subject to Owner's approval.

3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Sverdrup, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Sverdrup and not for the benefit of any other party.

F. Arbitration

1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof and not exceeding the sum of \$200,000 will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrators will not have jurisdiction to consider any claim, counterclaim, or other matter in question where the amount in controversy exceeds the sum of \$200,000 or where the damages sought are in the nature of punitive damages. This Agreement to arbitrate and any other agreement or consent to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

2. Notice of demand for arbitration must be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand must be made

within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

3. No arbitration arising out of or related to this Agreement shall include, by joinder, consolidation or other manner, any person not a party to this Agreement except for Sverdrup's Subconsultants who may be joined at Sverdrup's sole election.

4. The limitations contained in paragraphs 1 and 3 may be waived in whole or in part by the written consent of both parties.

5. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. Sections 10 and 11).

6. Unless otherwise agreed in writing, Sverdrup shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to Sverdrup in accordance with this Agreement. This ARTICLE 10, Section F shall survive completion or termination of this Agreement.

7. Prior to the exercise of any rights or remedies described in this Article, Owner and Sverdrup agree that if any claim or dispute arising out of this Agreement or the breach cannot be settled through direct discussions, they agree to first endeavor to settle the claim or dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

Accordingly, the parties have executed this Agreement as of the day and year first above written.

OWNER: City of O'Fallon
BY: *David L. Abraham*
TITLE: Mayor

SVERDRUP CIVIL, INC.
BY: *[Signature]*
TITLE: VICETRESEAN



APPENDIX A
SCOPE OF WORK

CITY OF O'FALLON, ILLINOIS

ALTERNATIVE WATER SUPPLY STUDY

October 31, 2000

Task 1 – Data Collection and Review

1. Attend a project kick-off meeting with City of O'Fallon Engineering Department staff to establish project objectives and schedule, confirm period of study, and review project personnel roles and responsibilities.
2. Review of information and data to be provided by the City to include:
 - Existing water system mapping
 - City master plans / land use maps
 - Previous engineering studies
 - Water use records
 - Population projections
 - Commercial / industrial development projections
 - Fire flow requirements
3. Meet with the City of St. Louis Water Division to determine:
 - Availability of supply and pressure range
 - Monitoring and control requirements
 - Potential connection points
 - Estimated wholesale water costs at various locations
 - Potential partnering / cost sharing
 - Water quality data
4. Contact potential water supply partners identified in kick-off meeting to determine interest in joining O'Fallon in the project. Obtain water use information from those which express interest in being included in the evaluation and who are along either of the two possible routes. Communities and water suppliers to be initially contacted include:

Northern Route

- Maryville
- Steel mills (in Granite City)
- Pontoon Beach
- Edwardsville
- Glen Carbon

APPENDIX A SCOPE OF WORK

- Troy

Central Route

- Collinsville
- Caseyville

Southern Route

- Columbia
- Cahokia Commonfields

Additional

- Scott Air Force Base
- SLM Water District

5. Summarize information collected into a Preliminary Findings Memorandum for review and approval by City of O'Fallon staff prior to proceeding with the work of subsequent tasks. Meet with City of O'Fallon staff to discuss the memorandum.

Task 2 – Conceptual Design

1. Perform preliminary sizing of water transmission pipeline and pumping station using water demand criteria established in Task 1. A hydraulic computer model will be used to size pumps and determine surge control requirements.
2. Evaluate two potential routes for the water transmission pipeline from the point of connection with the City of St. Louis Water Division, across the river, and connecting with the City of O'Fallon's system. Evaluation will include determination of the approximate number of easements required for each route as well as the potential for use of public right-of-way.
3. Meet with City of O'Fallon staff to review pipeline route and pumping station location alternatives. Select the preferred pumping station location and pipeline route based on overall length, topography, number of easements required, physical obstacles, permitting requirements, and points of connections with other participating water systems. The selected route will be used as the basis for the feasibility study.
4. Perform preliminary design of Mississippi River crossing to determine length, depth, geometry, and configuration of pipeline from St. Louis to the east side of the river.
5. Select material, thickness, and fittings for water transmission pipeline to meet the required pressure, ground conditions, and special needs for highway, railroad, and river crossings.
6. Perform conceptual design of the major components of pumping station including pumps, valves, surge control, primary and standby electrical power supply, control

APPENDIX A SCOPE OF WORK

system, rechlorination (if required), and architectural treatment. Prepare conceptual pumping station and reservoir site plan; building plans and elevations; and process and instrumentation diagrams.

7. Retain the services of a geotechnical drilling firm to perform one (1) boring on each side of the Mississippi River at the proposed crossing location and two (2) borings on the proposed pump station and reservoir site.
8. Prepare preliminary construction cost estimate of proposed facilities.

Task 3 – Regulatory and Permitting Issues

1. Contact the following agencies to obtain and discuss their requirements as they relate to the proposed project.
 - U.S. Army Corps of Engineers – Mississippi River, levee, and wetland crossings
 - Illinois Department of Transportation – highway crossings and right-of-way use
 - Metro East Sanitary District – levee crossings
 - Illinois EPA – public water supply requirements
 - Illinois Commerce Commission – water resale requirements
 - St. Clair and Madison Counties – road crossings
 - Local municipalities – road and utility crossings
 - Railroads – rail crossings and right-of-way use
 - Illinois Department of Natural Resources – wetlands, floodplain construction, endangered species
 - U.S. Department of Agriculture – prime farmland
 - East – West Gateway Coordinating Council – clearinghouse review
 - Illinois Historic Preservation Agency – historic / cultural resources
2. Prepare a summary of regulatory and permitting requirements including their cost and schedule impact on the proposed project.

Task 4 – Financial Analysis

1. Identify and investigate potential low interest loan and grant funding sources that may be used by the City of O'Fallon in constructing the proposed water system facilities to reduce burden on water user rates.
2. Estimate operation and maintenance costs of conveying water from the City of St. Louis to O'Fallon based on water demand determined in Task 1.
3. Obtain from the City of O'Fallon Finance Department the estimated amortized capital costs for proposed water system facilities.

7.9

APPENDIX A
SCOPE OF WORK

4. Determine cost of delivered water to the City of O'Fallon considering the following:

- Wholesale cost of water from the City of St. Louis
- Operation and maintenance costs
- Amortized capital costs

Task 5 – Engineering Report

1. Prepare an engineering report summarizing information obtained and prepared in Tasks 1 through 4.
2. Submit draft report at approximately the 50% completion stage for review and comment. It is not anticipated that cost information will be available at this stage.
3. Meet with City of O'Fallon staff to review and discuss draft report.
4. Submit final report at 100% complete for final review and comment by the City of O'Fallon staff.
5. Meet with City of O'Fallon staff to review and discuss final report.
6. Prepare and submit 20 copies of the final report with incorporated changes agreed upon during the final review meeting.

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**APPENDIX B
COMPENSATION AND PAYMENT**

Contract Type: Hourly Rate with a Ceiling

Contract Ceiling: \$ 95,000

Hourly Rates:

- Project Principal: \$110
- Project Manager: \$92
- Project Engineer: \$70
- Geotechnical Engineer: \$90
- Sr. Structural Engineer: \$110
- Electrical Engineer: \$92
- CAD Technician: \$63
- Cost Estimator: \$100
- Admin. Assistant: \$34

Sverdrup will submit an invoice for its services monthly. Payment of invoices will be due upon presentation and will be made by wire transfer into an account designated by Sverdrup. If there are disputed items and /or amounts on any invoice, the balance of such invoice, after deducting any disputed items, will be paid in full, and the disputed items and amounts will be presented to Sverdrup for resolution as soon as such disputed items have been determined by Owner. Payments due, but unpaid for more than 30 days after presentation of the invoice, excluding any amounts and items disputed by Owner, will bear interest at 1% per month (or any lesser legal limit applicable) until paid.

Date: 31-Oct-00

Project Personnel

[illegible]



INTEROFFICE MEMORANDUM

TO: Dean Rich
FROM: Pat Judge *Pat Judge*
DATE: June 14, 2000
SUBJECT: Alternative Water Supply

A few weeks ago I forwarded a preliminary cost estimate for the referenced subject. As requested by the City Administrator, I contacted Dan Nichols of Sverdrup Civil to obtain the wholesale cost for water from the City of St. Louis. The costs are dependent on the location of the point of delivery. The costs are as follows:

<u>Location</u>	<u>\$/1000 gallons</u>
Bissell Plant	0.36-0.38
Conduits North of City (Riverview & Hall St.)	0.40-0.45
South St. Louis (Eichelberger & S. Jefferson)	0.45-0.60

CC: Sid LeGrand, Craig Owens



Sverdrup Civil, Inc.
13723 Riverport Drive
Maryland Heights, Missouri 63043

314 436-7600

May 30, 2000

Mr. R. Patrick Judge
Assistant City Engineer
O'Fallon City Hall
255 South Lincoln
O'Fallon, IL 62269

Subject: Alternative Water Supply
Conceptual Project Cost Estimate

Dear Mr. Judge:

At your request, we have reviewed the concept of constructing a pipeline and pumping facilities to convey potable water to the City of O'Fallon, Illinois from the City of St. Louis Water Division. We have identified five (5) possible points of connection with the City of St. Louis system north of downtown starting at the Chain of Rocks Water Treatment Plant and proceeding south to the Bissell Point area. We have also identified two (2) possible points of connection south of downtown near South Broadway and Bates and at the end of South Jefferson.

From these general areas of connection, two very preliminary pipeline routes have been plotted and are shown in yellow on the accompanying figure. The northern route is approximately 64,000 feet in total length and the southern route is approximately 72,000 feet in total length. The connection with the City of O'Fallon is in the vicinity of Highway 50 and 161 at French Village. We have selected the southern route as the basis of our conceptual project cost estimate.

Assumptions used in preparing the conceptual project cost estimate are as follows:

1. O'Fallon peak day demand = 8 mgd
2. Allowance for other water customers = 4 mgd
3. Overflow elevation in O'Fallon system = 720' MSL
4. 30,000 ft. of pipe will be in public right-of-way
5. 40,000 ft. of pipe on private easement
6. Initial pumping station capacity = 12 mgd
7. Ground storage reservoir capacity = 2 million gallons
8. Property needed for pumping station and reservoir site = 5 acres
9. Mississippi River crossing accomplished by horizontal directional drilling
10. Drilling is expected to be predominately in alluvial subsurface conditions
11. No rock excavation is included for pipeline construction

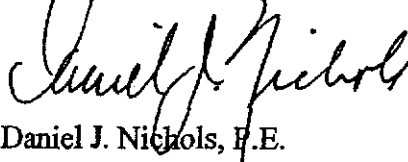
1.3
Mr. R. Patrick Judge
May 30, 2000
Page 2

The conceptual project cost estimate is attached for your review. Please be advised that this cost estimate should be considered very preliminary. Our brief table-top study did not include hydraulic analysis, property research, subsurface exploration and research, field route surveys, and regulatory agency discussions, all of which are critical to the accuracy of a thorough feasibility study.

We appreciate the City staff's confidence in the Sverdrup team and look forward to working with you during the course of the detailed study. Please feel free to give me a call with any questions you may have on the cost estimate.

Very truly yours,

SVERDRUP CIVIL, INC.



Daniel J. Nichols, P.E.
Project Principal

Enclosures

c: Lyndon J. Joost, TWM

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ALTERNATIVE WATER SUPPLY

CITY OF O'FALLON, ILLINOIS

CONCEPTUAL PROJECT COST ESTIMATE
MAY 2000

Construction Costs

70,000 ft.± of 30" diameter water main	\$ 5,250,000
3,000 ft. ± of 30" river crossing	\$ 4,500,000
5,000 ft. ± of bored road / railroad crossings	\$ 2,500,000
Pumping Station & Reservoir	\$ 3,500,000
Valve Vaults (6)	\$ 900,000
Connection with City System / Metering Vault	\$ 600,000
Pigging, Testing, Disinfection	<u>\$ 250,000</u>
Construction Subtotal	\$17,500,000

Property Acquisition & Easement Costs

Pump Station & Reservoir Site / Access	\$ 300,000
Easements (40,000 ft. @ \$5.00/ft.)	<u>\$ 200,000</u>
Property Acquisition & Easement Subtotal	\$ 500,000

Other Costs

Engineering, Legal, Administrative Fees (10%)	\$ 1,800,000
Project Contingency (10%)	<u>\$ 1,800,000</u>
Other Subtotal	\$ 3,600,000

TOTAL PROJECT COST ESTIMATE **\$21,600,000**



255 South Lincoln
O'Fallon, IL 62269

City Hall (618) 624-4500
Fax (618) 624-4534

TELEPHONE LOG

Mayor _____
Downs _____
Erwin _____
Evans _____
Huq _____
LeGrand _____
Miles _____
Milligan _____
Slazinik _____
/ Dear cc

Date: 5/29/98 Time: 4:30 File: _____
Project: St. Louis Water Co. Supply
From/To: Ken Vaughan Tel. No.: _____
Of: City Engineer
Address: Columbia, IL
Subject: Water Supply

Discussion: Ken confirmed that they have a contract with the City of St. Louis Water Dept. He also indicated they have reopened negotiations with IL-American. He said the avg. cost for IL-American water was \$1.43 / K-gal. while the City of St. Louis would charge \$0.62 / K-gal. They checked the water rate history and found costs to be stable @ 3% annual growth rate over the past 20 yr. Their contract with ~~IL-American~~ ^{St. Louis Water} requires the water to meet all IEPA standards. Columbia now uses 0.65 mgd. avg. / 1.2 mgd. peak and the contract would give them 15 mgd. peak supply. They would use a 24" main beneath the Mississippi with an approximate cost of \$3.6 million.

Follow-Up Action: _____

Copy: _____

Attach: _____

By: Sidney H. LeGrand



255 South Lincoln
O'Fallon, IL 62269

City Hall (618) 624-4500
Fax (618) 624-4534

Page 1 of 2
TELEPHONE LOG 1.8

Mayor _____

Downs _____

Erwin _____

Evans _____

Huq lt

LeGrand _____

Miles _____

Milligan _____

Slazinik _____

/ Owens cc? done
/ Rich cc? done

Date: 11/4/00 Time: 3:15 File: _____

Project: Alternate Water Source - City of St. Louis

From/To: Ron Smith Tel. No.: 636-948-2500

Of: C-1 Water Dist.

Address: Barnhart, MO

Subject: Water Supplier

Discussion: Mr. Smith called and said that he'd heard on the radio that O'Fallon was investigating alternate water sources. He said that Barnhart recently passed a bond issue with the intent of purchasing water from St. Charles Co. Water Co. American Water Works Co. has bought out St. Charles Co. Water Co. as Missouri - American Water Co. They are still awaiting a contract but have heard that Missouri - American may raise rates (through the MO PSC by 54%) if approved by the PSC. He has done preliminary research into getting water from City of St. Louis. However, on the MO side there is shallow bedrock making a water line there very expensive. He believes that a water line could be extended to IL, then proceed further south in IL, then cross the river back to Mo. He said the C-1 water district serves a population of

Follow-Up Action: _____

Copy: _____

Attach: _____

By: _____



255 South Lincoln
O'Fallon, IL 62269

City Hall (618) 624-4500
Fax (618) 624-4534

P. 2 of 2
TELEPHONE LOG 1.8

Mayor _____
Downs _____
Erwin _____
Evans _____
Huq _____
LeGrand _____
Miles _____
Milligan _____
Slazinik _____

Date: 1/4/00 Time: 3:15 File: _____

Project: Alternate Water Source - City of St. Louis

From/To: Ron Smith Tel. No.: _____

Of: _____

Address: _____

Subject: _____

Discussion: approximately 35,000 customers, but the MO communities of Pevly & Festus and others could be interested as well. His discussions with David Visintainer of St. Louis Water Co. were very productive. Mr. Visintainer "left the door open" on the possibility of St. Louis Water Co.'s potential participation if there was enough interested potential water consumption. I told Mr. Smith that we were proceeding with an RFP and we did want to investigate the potential of a partnership with other communities.

Follow-Up Action: _____

Copy: _____

Attach: _____

By: Sidney M. LeGrand

**O'FALLON CITY COUNCIL
MEETING MINUTES**

May 30, 2000

The meeting was called to order at 7:00 p.m. by Mayor Gary Graham who then led the "Pledge of Allegiance to the Flag."

City Clerk Ben Hamm called the roll: Jerry Albrecht, present; Mike Bennett, present; Linda Cowden, excused; Ned Drolet, present; Nila Grogan, present; David Horton, present; Allen Medford, present; Frank Morski, present; Jerry Mouser, present; Rick Reckamp, present; John Reed, present; Dennis Renner, present; Ed True, present; John West, present. A quorum was declared present.

APPROVAL OF MINUTES

Motion was made by J. Mouser and seconded by N. Grogan to approve as written the minutes of the May 15th meeting. All ayes. Motion carried.

REPORTS

Residents of O'Fallon Ed Griesedeck, attorney representing the O'Fallon Crossing Apartments project, asked the city to reconsider the negative recommendation for this project. He described it as 10 buildings to 10 acres, 16 units to an acre. Duplexes would have less green space and more lot coverage. He spoke of a letter sent to the City which unfairly prejudiced the project before any hearings. He described the impact on the city saying that there would not be 1.5 children per unit with a large percentage of the units being one bedroom units. He noted the surrounding uses. He said there is tremendous demand for this type of unit.

Matt Schwarz asked that the City ban leaf burning. He said it is killing him and others. He described the smoke as being like having your head shoved under water against your will.

D. Horton said that the state legislature is working on legislation on this issue that would affect St. Clair County.

Clerk B. Hamm received a request from the Shriners for permission to hold a roadblock to sell newspapers at the intersection of State and Lincoln on September 22nd and 23rd.

Motion was made by J. Mouser and seconded by F. Morski to grant the request of the Shriners. All ayes. Motion carried.

Mayor Without objection, Mayor Graham declared May 31st as Lions Club Day in O'Fallon.

The mayor appointed Madonna Harris to the Park Board and reappointed Nancy Clark, Harriet Baker and Georgia Coco to the Library Board.

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O'FALLON CITY COUNCIL

May 30, 2000

Page 2

Motion was made by M. Bennett and seconded by J. Reed to approve the appointments of the mayor to the Park Board and Library Board. All ayes. Motion carried.

The mayor asked that the finance committee address the issue of pro-rating the business registration fee.

Bids for the Rock Springs Park are in and will be reviewed at a special meeting of the Streets & Property committee on June 1st at 5:30 p.m.

Mayor Graham commended Representative Ron Stephens for assisting the City in receiving and additional \$365,000 in state grants for the streets, video equipment for the police department, and for the volunteer fire department.

The city is proceeding with the protest of the Illinois American water rate increase. It is estimated that it will cost approximately \$100,000 but if the increase is allowed, it will cost the citizens \$150,000 a year.

A volunteer to serve on the Historic Preservation Board is still needed.

ORDINANCES

Motion was made by J. Mouser and seconded by D. Renner to place on first reading an ordinance amending Ord. 623, Zoning Districts, known as O'Fallon Crossing Apartments." ROLL: J. Albrecht, no; M. Bennett, no; N. Drolet, no; N. Grogan, no; D. Horton, no; A. Medford, no; F. Morski, no; J. Mouser, no; R. Reckamp, aye; J. Reed, no; D. Renner, no; E. True, no; J. West, no. Ayes - 1, nos - 12. Motion denied.

Motion was made by J. Mouser and seconded by N. Grogan to place on first reading the ordinance amending Ord. 623, Zoning Districts, Lot 1 of St. Ellen Tracts, AKA "The Oasis Church" in O'Fallon Plaza. ROLL: M. Bennett, aye; N. Drolet, aye; N. Grogan, aye; D. Horton, aye; A. Medford, aye; F. Morski, aye; J. Mouser, aye; R. Reckamp, aye; J. Reed, aye; D. Renner, aye; E. True, aye; J. West, aye; J. Albrecht, aye. All ayes. Motion carried.

Motion was made by J. Mouser and seconded by N. Grogan to consider the omnibus rule for first reading for items 1, 2, and 3 under VI. C. 3rd Reading. All ayes. Motion carried.

Motion was made by J. Mouser and seconded by N. Grogan to place on third reading the ordinance:

- amending Chapter 113, Section 113.06 regarding the fee for vending machines and amusement devices
- declaring a 1985 Ford ambulance as surplus property

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O'FALLON CITY COUNCIL

May 30, 2000

Page 3

- amending Ord. 623, Zoning Districts, 5634 Old Collinsville Road, AKA "St. Ellen's Center"

ROLL: N. Drolet, aye; N. Grogan, aye; D. Horton, aye; A. Medford, aye; F. Morski, aye; J. Mouser, aye; J. Reed, aye; R. Reckamp, aye; D. Renner, aye; E. True, aye; J. West, aye; J. Albrecht, aye; M. Bennett, aye. All ayes. Motion carried.

Motion was made by A. Medford and seconded by N. Grogan to place on third reading the ordinance approving the form and authorizing the execution and delivery of an economic incentive agreement between the City of O'Fallon and Auffenberg Enterprises of Illinois, Inc. ROLL: N. Grogan, aye; D. Horton, aye; A. Medford, aye; F. Morski, present; J. Mouser, present; J. Reed, aye; R. Reckamp, aye; D. Renner, aye; E. True, aye; J. West, aye; J. Albrecht, aye; M. Bennett, aye; N. Drolet, aye. Ayes - 11, present - 2. Motion carried.

APPROVAL OF BIDS

Motion was made by A. Medford and seconded by F. Morski to accept the low bid from Coe Equipment for the sewer video inspection camera on a 5-year payment plan in the amount of \$7,578.98 annually. This is a budgeted item. ROLL: D. Horton, aye; A. Medford, aye; F. Morski, aye; J. Mouser, aye; J. Reed, aye; R. Reckamp, aye; D. Renner, aye; E. True, aye; J. West, aye; J. Albrecht, aye; M. Bennett, aye; N. Drolet, aye; N. Grogan, aye. All ayes. Motion carried.

Motion was made by A. Medford and seconded by E. True to accept the following low bids:

- Pipe & Valve for water department supplies for \$21,548
- Midwest Meter for 3/4" and 1" soft copper waterline for \$13,350
- Illinois Meter for water department meter tile frame and cover for \$16,716

ROLL: F. Morski, aye; J. Mouser, aye; J. Reed, aye; R. Reckamp, aye; D. Renner, aye; E. True, aye; J. West, aye; J. Albrecht, aye; M. Bennett, aye; N. Drolet, aye; N. Grogan, aye; D. Horton, aye; A. Medford, aye. All ayes. Motion carried.

STANDING COMMITTEES

Community Development Minutes of the committee meeting were distributed prior to the council meeting. The next meeting will be June 12th at 6:30 p.m.

Motion was made by J. Mouser and seconded by N. Grogan to approve the following special events: Main Street Nights June 9, July 28 and August 25 from 4 to 10 p.m.; tailgate party at St. Clair Bowl on June 8 from 4 to 7:30 p.m. All ayes. Motion carried.

[F. Morski left at this time (7:30 p.m.).]

O'FALLON CITY COUNCIL
May 30, 2000

Page 4

Public Works Minutes of the committee meeting were distributed prior to the council meeting. The next meeting will be June 6 at 6:30 p.m.

Motion was made by J. West and seconded by D. Renner to approve negotiations for professional engineering services with Sverdrup/TWM team for alternate water supplier. All ayes. Motion carried.

Motion was made by J. West and seconded by D. Renner to recommend the City Attorney send citations to residents who have not replaced their laterals. All ayes. Motion carried.

Safety The next meeting will be June 20 at 7:00 p.m.

Streets/Property Minutes of the committee meeting were distributed prior to the council meeting. The next meeting will be June 8.

Personnel/Finance The next meeting will be June 7th.

SPECIAL REPORTS

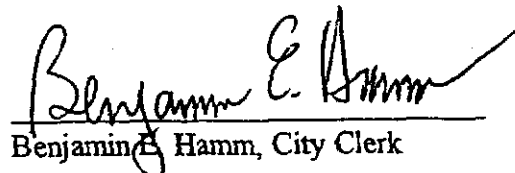
The Economic Incentive Subcommittee will meet June 14th.

The Park Board will meet June 13th at 7:00 p.m. and will be discussing the use scheduling of the ball diamonds.

ADJOURNMENT


Motion was made by M. Bennett and seconded by N. Grogan to adjourn. All ayes. Motion carried. The meeting was adjourned at 7:38 p.m.

Respectfully submitted,


Benjamin E. Hamm, City Clerk

Recorded for the City Clerk by
Maureen Dahle-Melsaether
Advanced Office Services, Inc.

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PUBLIC NOTICE

The O'Fallon Water Department is undertaking an engineering study to assess the feasibility of an alternative wholesale (or retail) water supplier. O'Fallon presently purchases potable water wholesale from the Illinois American Water Company and distributes it on a retail basis to its customers in O'Fallon and Fairview Heights. The present customer base consists of approximately 14,000 customers with a residential population of about 38,000. Present water usage averages 4.0 mgd with peaks near 8.0 mgd.

Preliminary discussions with the St. Louis Water Company have indicated an interest in supplying water to the O'Fallon Water Department. Potable water production capacity for in excess of O'Fallon's needs has been identified. Early indications are that the wholesale water cost from St. Louis would also be significantly less than rates from the present supplier.

The engineering study would address the following objectives:

1. Coordinate further with the St. Louis Water Company.
2. Contact other area water departments to ascertain their interest in establishing a partnership in this venture.
3. Identify the optimal corridor for a water transmission line from St. Louis Water Company to the O'Fallon water system.
4. Provide preliminary project cost estimates, funding options and other data necessary to establish a full financial analysis.
5. Provide other information necessary to establish the feasibility of this venture.

The O'Fallon Water Department desires the services of a qualified consulting engineering firm to perform this feasibility study. Engineering firms desiring to submit a proposal should outline their unique qualifications to do this work. Proposals should include the following information:

- Company history, size and location of the office where the work will be performed.
- Staffing schedule, indicating key personnel to be assigned to the various tasks.
- Resumes of key personnel and their experience related to the above items.
- Personal references from past projects of similar size and scope.
- Proven history of successful working relationships with the City of St. Louis including present status.
- Familiarity with the St. Louis water system and their engineering requirements.
- Familiarity with Illinois IEPA requirements for water systems and a proven history of successful projects in Illinois.

Firms answering this RFP should structure their proposals so that each of the items above

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are fully and completely addressed.

Professional Engineering
Qualifications will be accepted
no later than 5:00 p.m. on
February 18, 2000. The City
will conduct interviews of the
three highest ranked firms
based on the qualification information submitted. Award of
the contract is expected to occur in April 2000. Questions
regarding this RFG should be
directed to the City of O'Fallon
Engineering Department.

CITY OF O'FALLON
Benjamin Hamer
City Clerk

RECEIVED JAN 24 2000 7.8

Walden Associated Technologies, Inc.

320 Brooks Drive • Suite 216
P.O. Box 513
Hazelwood, MO 63042

File: St. Louis
water supply

Office: (314) 421-0133
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If you should have any questions, please feel free to give us a call, and we would appreciate the opportunity to bid on any upcoming work you may have.

Very truly yours,
WALDEN ASSOCIATED TECHNOLOGIES, INC.

Bob Wilson

Bob Wilson
Business Development

DEAR SID,

1-21-2000

HERE IS THE ARTICLE
I WAS TELLING YOU
ABOUT PER. PHONE
CONVERSATION.

IF I CAN BE OF ANY
MORE HELP PLEASE
LET ME KNOW.

THANKS, *Bob Wilson*

Trenchless River Crossing Meets Regional Water Needs

by Daniel J. Nichols, Thomas J. Meinhart and Steven R. Kramer

Located in one of the fastest growing counties in the United States, Public Water Supply District No. 2 in St. Charles County, Mo., has quickly changed from a small rural district to a major suburban water supplier. A 1996 study estimated that its average daily water demand in 2015 will be 4.5 times the current usage.

Depending on limited capacity wells and a World War II vintage treatment plant, the options for system expansion were limited and costly. The district and Sverdrup Civil Inc., St. Louis, evaluated several options: drilling more deep wells; constructing a new water treatment plant; or purchasing water from an adjacent utility or a water supplier across the Missouri River in St. Louis County.

Purchasing water from the City of St. Louis' Howard Bend Water Treatment Plant extended the benefits of a regional partnership to both sides of the river. A decline in city population and industrial presence created excess at the

Howard Bend Plant, and Water District No. 2 could purchase the water as needed during the 30-year contract period at a fraction of the cost of a new plant.

The effectiveness of this regional solution depended on the district's ability to convey the water across the Missouri River from St. Louis County to St. Charles County. The district and Sverdrup's design team evaluated three river-crossing options, eventually selecting horizontal directional drilling (HDD) for the crossing. HDD minimized environmental impact and left the navigable waterway unobstructed.

The installation of 3,475 ft of 42-in. steel transmission main remains one of the largest HDD projects in the United States for this diameter pipe. The new transmission main will ultimately convey up to 33.3 mgd, meeting the district's peak demand for 2025.

Completed in October 1998, construction of the river crossing presented several significant challenges. The geotechnical investigation revealed that

two-thirds of the crossing was through hard bedrock, the remainder through alluvial material. A 133-ft elevation change between the two sides of the river required sharp entrance/exit angles. The design team analyzed drilling operation and pipe installation impacts to find a balance between constructability and pipeline loads. Using HDD design software, the team identified the optimal drillpath, a gently arcing vertical alignment with a minimum depth of 35 ft below the riverbed.

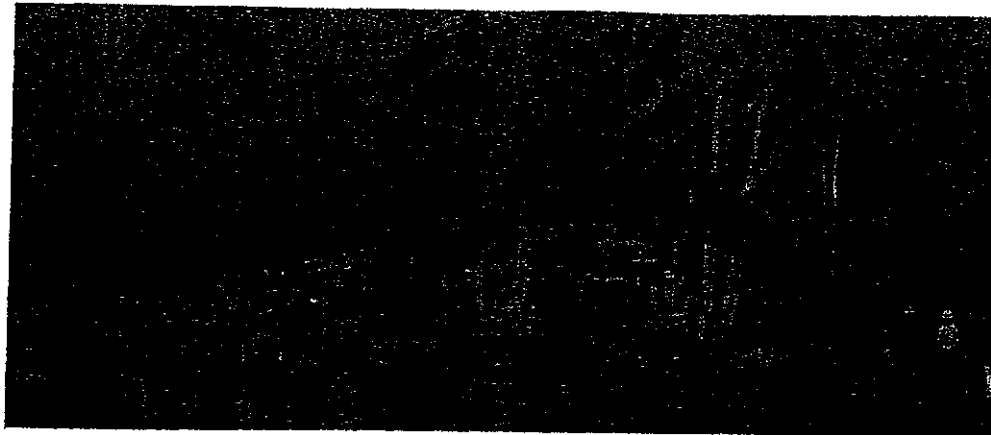
Installation began with drilling and reaming a pilot hole to a 54-in. diameter bore. Drill rates were unprecedented, traversing 30 ft of solid limestone every 15 to 45 minutes. Drilling began in June 1998 and the pipeline was successfully installed on Oct. 25. The contractor (Michels Pipeline Construction Inc., Brownsville, Wis.) completed the job ahead of schedule and came within 30 in. of the target exit point laterally and 38 in. vertically.

The Water Systems Improvement

Project also includes the construction of a 2 million gal reservoir and a pump station designed to pump 22 mgd. Work on this phase is substantially complete. Future plans call for the construction of another 2-million gal reservoir and adding two more pumps in the pump station to increase its capacity to 33 mgd.

A third phase of the project, currently under construction, calls for the installation of 67,000 ft of transmission main, mostly by open-cut methods. Approximately

Water District No. 2 in St. Charles County, Mo., looked across the Missouri River to increase capacity.

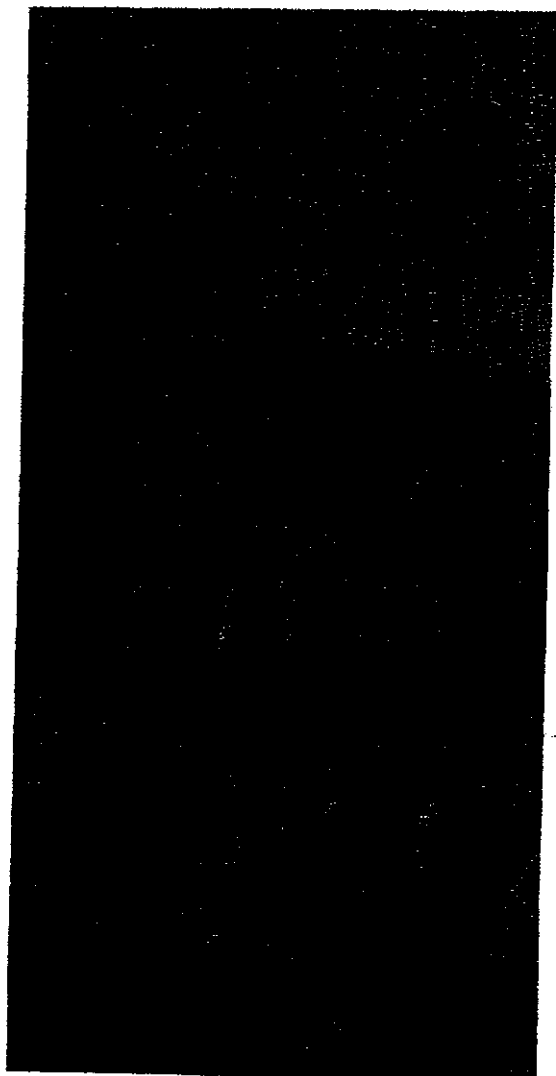


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The total cost of the project, which is scheduled for completion in December 1999, is \$18 million.

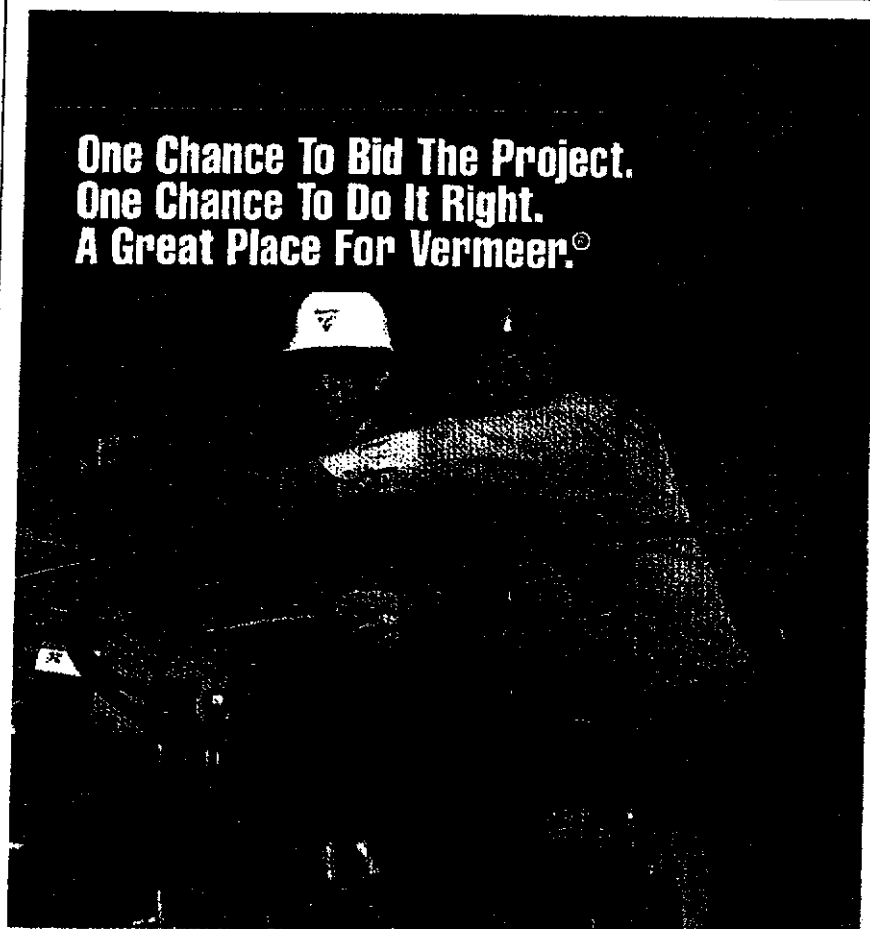
Daniel J. Nichols, project principal, and Thomas J. Meinhart, project manager, and Steven R. Kramer, project consultant, are professional engineers for Sverdrup Civil Inc., St. Louis.

The installation of 3,400 ft of 42-in. steel transmission main remains one of the largest horizontal directional drilling projects in the United States for this diameter pipe.

40,000 ft of the pipeline will connect the Howard Bend plant to the river crossing site, with the remaining 27,000 ft carrying water from the pump station to the existing distribution system.



An overhead view of the river and the staging area.

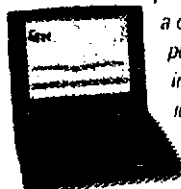


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June 13, 2000

Craig Owens, City Administrator
City of O'Fallon
255 South Lincoln
O'Fallon, Illinois 62269

Dear Craig:

I enjoyed our telephone conversation today concerning your Mississippi River venture. I will have Jim Mihalich of American Fiber Comm., LLC, contact you concerning the fiber optics venture.

Thanks for your time.

Sincerely,

Thomas M. Allen

Thomas M. Allen

TMA/mkw

Pat

A suggestion has been made that when we bore a conduit under the Mississippi for water, we include space for other utilities to rent/lease as another revenue source. Let Svendrup evaluate this. S

Sverdrup Civil, Inc.
13723 Riverport Drive
Maryland Heights, MO 63043 USA

October 16, 2001

Mr. Sidney W. LeGrand, P.E.
City Engineer
City of O'Fallon, Illinois
255 South Lincoln
O'Fallon, IL 62269

Subject: City of O'Fallon, Illinois
Alternative Water Supply Study
Request for Billing Rate Adjustment

Dear Mr. LeGrand:

As we discussed with Sid LeGrand during our meeting at the City on October 3, 2001, we are in the process of annual salary merit increases, which became effective October 1, 2001. Sverdrup Civil, Inc. completes this process during October of each year. Our proposal for the above referenced project was developed in October, 2000.

This project started was started in April, 2000 when we commenced work on the Task 1 activities associated with the project. The Draft Preliminary Findings Memorandum was submitted to the City on April 6, 2001 and a meeting was held on May 1, 2001 to discuss the memorandum. The original project completion date was scheduled for September 2001, however due to delays in the project beyond our control, the project completion date will extend beyond the original planned completion date. Therefore, in accordance with the terms of our contract with the City we respectfully request an adjustment to our contract ceiling to account for our revised billing rates. We have attached a copy of the revised billing rates for your review and approval. The increase in billing rates for Sverdrup Civil, Inc. and Thouvenot, Wade and Moerchen were approximately 6.0% and 5.7%, respectively.

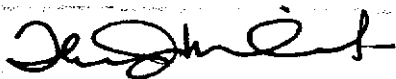
All work conducted on Task 1 activities prior to October 2001 was invoiced at the current billing rates in our contract and upon approval of the revised billing rates, future invoices to the City related to this project will be invoiced at the revised rates.

Based on the revised billing rates shown in the attached table, we kindly request that our contract ceiling for this project be increased from \$95,000 to \$101,400 to compensate for the annual salary merit increases, for the remaining services which will be provided after October 2001. Upon receipt of verbal approval from your office, we can prepare a Contract Amendment for formal approval by the City.

Please feel free to contact me at (314) 770-4723 with questions.

Very truly yours,

SVERDRUP CIVIL, INC.



Thomas J. Meinhart, P.E.
Project Manager

C: S. Hodges-SvCv
S. Fahnestock-SvCv